

Certificate of Service in re 02-RC-228532

By Ronald A Mikell;

**NLJSP President Petitioner in case for review Executive Secretary NLRB served
by Electronic Mail on all parties**

Daisy Cabrera Region 2 NLRB

Daisy.cabrera@nlrb.gov

Paula Gomez NLRB Region2

Paula.gomez@nlrb.gov

Eyad Asad SEIU Associate General Counsel

EAsad@seiu32bj.org

Brian Holladay, Esq. Attorney for Employer

bholladay@martensonlaw.com

served November 13, 2018 by electronic Mail on all parties

Ronald A. Mikell

Ronald A. Mikell, President

NLJSP Petitioner

President@nljsp.us

**United States of America
Before the National Labor Relations Board
Region 2**

**Allied Universal Security
Service and its Affiliates**

Employer

And

Case 02-RC-228532

**National League of Justice and
Security Professionals**

Petitioner

And

**Service Employees International
Union , Local 32 BJ**

Party of Interest

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**The Petitioner seeks review by the Executive Secretary for the Decision of
the Regional Director in Region 2 to dismiss the RC petition in the instant case.
The Petitioner also notes that NLRB e-service was down for maintenance from
November 9-until noon November 13, 2018.**

The Petitioner holds that the RD of Region 2 has erred in finding that there is a multiple location unit in play of which the proposed electors in the petitioned for unit are between 3 and 4% of what the Employer or the Party of Interest believe to be the entire appropriate unit. The RD denigrates the applicable CBA ,which was in the thirty fourth month, when he adopts the idea of the CBA being only a “rider” in a contract that all parties refer to as the NYC Master Contract. The RD references that the judge erred in *Trident Seafood*, 318 NLRB 738 (1995) by according less weight to the factor of bargaining history. The bargaining history of this unit was separate and distinct until the summer of 2010 and ended in the merger of a guard unit into a mixed guard union.

In the instant case in an open period, the vast majority in a unit of pure guards seeks an election so that they may pursue their own interests with a pure guard Union. The Board is barred from ever finding a unit of pure guards placed with a mixed guard unit as appropriate. This unit was never before judged as appropriate but has been merged to aid as a unit retention strategy by 32 BJ, a move that eviscerates the Section 7 rights of these electors. That evisceration appears to be the only reason for merging this unit.

The testimony of the Employer’s Manager and the Petitioner witness indicated that the NYC Master agreement was unknown to them. Petitioner’s

witness , Gary Brutus, offered testimony that 32 BJ representative Israel Melendez told him “STLI was not covered by the NYC Master agreement”. The Employer’s witness testified that employees transferring into STLI unit had to pass an interview with him and be approved by US Park Police. Footnote 4 in the DDO quotes Director Baker as saying that the STLI was governed by the Service Contract Act.

The electors at STLI operate under rules promulgated by the US Park Police. The rules on wages working conditions, seniority and vacations are laid out in the McNamara –O’Hara Service Contract Act (SCA). The other 96-95 per cent of the bargaining unit outlined by 32 BJ and the Employer share none of these features. This is a distinct bargaining unit with a unique community of interest. They have a distinct supervisory hierarchy unique to their contract. They have a unique contract governing the rules at STLI. There have been some people transferring into the unit but they have only been admitted after an interview with the unique STLI Project manager and the agreement of the US Park Police. The STLI is not the freewheeling location that 32 BJ can use to place folks that have run afoul of Client rules at other locations.

The Petitioner does not make the argument that the multi-location is no longer appropriate but rather that it was never appropriate. The unique Community of Interest and the unique applicability of the Service Contract Act(SCA) to the governance of the STLI militates for a single separate unit.

The identity of this highly unique bargaining unit has not been destroyed by the forced amalgamation of STLI Security Officers into the 32 BJ NYC Master agreement. The Party of Interest engages in multi-location multi-Employer agreements in Region wide bargaining as a simple retention strategy and to prevent elections in Guard units.

The strategy of amalgamation is clearly useful when dealing with commercial security providers. In Commercial Security, Building Owners change Security providers routinely as they try to drive down the costs of security services. In Government Security, the McNamara-O'Hara governs wages, fringe benefits and so much more.

The petition in the instant case is timely, there is no bar to election and the unique nature of the community of interest in the petitioned for unit militates for an election to be held by mail so as to gain maximum participation and to not interfere with Government Security operations.

For the Petitioner

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Ronald A. Mikell', written over a horizontal line.

Ronald A. Mikell, President
NLJSP